

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF NEW YORK



AUG 27 2014

CLERK, US DISTRICT COURT, WDNY

ZACHARY ADAMSON,

Plaintiff,

vs.

CITY OF BUFFALO, CITY OF
BUFFALO POLICE DEPARTMENT,
JOSEPH COOK, MICHAEL KEANE,
and SHARON ACKER,

Defendants.

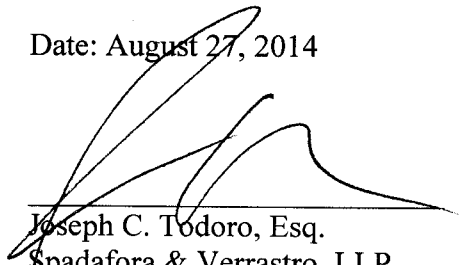
STIPULATION OF
BINDING ARBITRATION
Index No.: 11-cv-0663A

The parties hereto agree to a determination of all disputes arising as stated in the pleadings in the above entitled action and agree as follows:

1. That this action shall be submitted to binding and final arbitration without appeal or a trial de novo and subject to CPLR Article 75.
2. That the parties have agreed to Douglas S. Coppola, Esq. as the sole arbitrator.
3. The arbitrator's fee and expense shall be borne equally by each of the parties within thirty (30) days from the date the arbitrator shall have rendered his decision resolving the disputes between the parties. *There will be no award of attorney's fees as against either Party. SCT PJK*
4. Arbitration will not be conducted on a high/low basis. In the alternative, see "5" below.
5. Arbitration shall be conducted on a high/low basis with a high award to be no more than _____ Dollars (\$107,500.00 *SCT PJK*) regardless of the decision of the arbitrator, and the low award shall be _____ Dollars (\$7,500.00 *SCT PJK*).

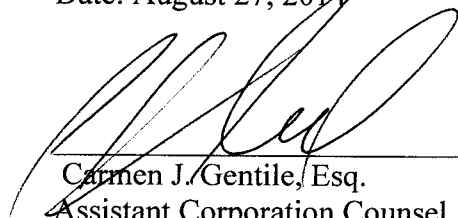
6. The parameters of the high/low arbitration shall not be disclosed to the arbitrator, nor shall the fact that the matter has been submitted to the arbitrators on a high/low basis be disclosed to the arbitrators.
7. The parties may submit evidence in the form of live testimony, transcripts of testimony, sworn statements, medical records and/or other reports, reports of any experts retained by the respective parties, reports of the incident conducted by any police agency, photographs and scale drawings or diagrams.
8. The date, time and place of the arbitration shall be mutually agreed upon by the arbitrator and counsel for the parties.
9. All expert reports, whether bearing on negligence or damages, shall be exchanged by the parties by no fewer than thirty (30) days prior to the scheduled arbitration date.
10. The parties shall make submissions to the arbitrators simultaneously, fourteen (14) days prior to the schedule date of the arbitration hearing date.
11. After the award, the Plaintiff shall execute and deliver to counsel for the Defendants a general release regarding any and all known or unknown injuries the Plaintiff may have sustained as a result of the incident that occurred on or about April 1, 2010. If the general release doesn't already contain one, the Plaintiff shall also prepare and sign a Hold Harmless Agreement regarding any and all liens and subrogation interests, including but not limited to medical liens, workers compensation liens, Medicare/Medicaid payments/liens, and any and all other liens and/or subrogation interests of any kind. Further, the plaintiff agrees to execute a stipulation of discontinuance on the merits without costs and/or disbursements as against each other.
12. This constitutes the entire agreement between the parties and may not be changed orally.

Date: August 27, 2014



Joseph C. Todoro, Esq.
Spadafora & Verrastro, LLP
Attorneys for Plaintiff
ZACHARY ADAMSON
2 Symphony Circle
The Birge Mansion
Buffalo, NY 14201-1340
(716) 854-1111

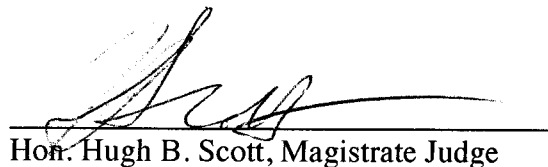
Date: August 27, 2014



Carmen J. Gentile, Esq.
Assistant Corporation Counsel
Attorneys for Defendants
CITY OF BUFFALO, ET AL.
1100 City Hall
65 Niagara Square
Buffalo, NY 14202
(716) 851-4332

SO ORDERED.

GRANTED:



Hon. Hugh B. Scott, Magistrate Judge